

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF TEXAS  
SAN ANTONIO DIVISION

CMH MANUFACTURING, INC., d/b/a	§	
CLAYTON HOMES, and NTA, INC.	§	
Plaintiffs,	§	CIVIL ACTION
v.	§	NO. 12-CV-01223-XR
HENSEL PHELPS CONSTRUCTION CO.,	§	
SAIC ENERGY, ENVIRONMENT &	§	
INFRASTRUCTURE, LLC	§	
f/k/a BENHAM GROUP, LLC, ESSENTIAL	§	
FIRE PROTECTION SYSTEMS, INC., A-1	§	
SECURITY & FIRE EQUIPMENT	§	
COMPANY, INC., ALL AMERICAN GROUP,	§	
INC., and INNOVATIVE DESIGN AND	§	
BUILDING SERVICES, LLC f/k/a ALL	§	
AMERICAN HOMES	§	
Defendants.	§	

Declaration of Doug Henriquez

1. My name is Doug Henriquez. I am over the age of nineteen (19) years and competent to testify to the matters set forth in this declaration.

2. I am the Director of Clayton Commercial Buildings for CMH Manufacturing, Inc. ("CMH") and one of the custodians of books and records for CMH. I am familiar with how CMH receives, generates and stores records. I am also familiar with the records associated with the transactions discussed herein. I was the lead person at CMH in charge of the projects described in this action.

3. The statements made in this declaration are based on my personal knowledge or upon my review of the records of CMH, which were made at or near the time by a person with knowledge or from information transmitted by a person with knowledge, and are maintained in

the ordinary course of CMH's regularly conducted business activities. In conducting its business, it is the regular practice of CMH to receive and store communications, contracts and other documents or records from its customers. All records discussed herein and attached hereto are business records of CMH.

4. CMH is incorporated under the laws of the State of Tennessee and has its principal place of business in Maryville, Tennessee. CMH manufactures and sells modular and manufactured homes. In conducting its business, CMH regularly communicates with its customers and enters into contracts with its customers, and creates a record of said communications and contracts.

5. In 2006, the United States Army Corps of Engineers (the "Army") entered into a Multiple Award Task Order Contract with Hensel Phelps Construction Co. ("Hensel Phelps") for the construction of modular buildings to be used as barracks on Fort Bliss in El Paso, Texas (the "Fort Bliss Project"). Under the Multiple Award Task Order Contract the Army issued individual Task Orders. A total of four Task Orders were issued for Fort Bliss Project. Under all four Task Order, Hensel Phelps was responsible for the complete design and manufacture of the modular buildings.

6. For Task Orders 1 and 2, Hensel Phelps subcontracted the design of the modular buildings, including the fire sprinkler systems, to Benham Group, LLC ("Benham") and Essential Fire Protection Systems, Inc. ("EFPS"). A true and correct copy of the subcontracts between Hensel Phelps and Benham (the "Hensel-Benham Agreements") is attached hereto as Exhibit 1-A. A true and correct copy of the subcontract between Hensel Phelps and EFPS (the "Hensel-EFPS Agreement") is attached hereto as Exhibit 1-B.

7. Hensel Phelps subcontracted the manufacturing of the modular buildings to The Warrior Group, Inc. ("Warrior") for Task Order 1 under two Standard Purchase Agreements and one additional Standard Purchase Agreement for Task Order 2 (collectively the "Hensel-Warrior Agreements"). True and correct copies of the Hensel-Warrior Agreements are attached hereto as Exhibit 1-C.

8. Warrior in turn subcontracted the manufacturing of the modular buildings for Task Orders 1 and 2 to Fleetwood Homes of Texas, LP ("Fleetwood") under two Standard Purchase Agreements. True and correct copies of the Warrior-Fleetwood Agreements are attached hereto as Exhibit 1-D. Fleetwood ultimately furnished the modular buildings under Task Orders 1 and 2. Also, Warrior subcontracted the quality assurance and quality control services for the manufacturing of the modular buildings. For Task Order 1 it subcontracted to NTA, Inc. For Task Order 2, PFS Corporation ("PFS"). True and correct copies of the subcontracts between Warrior and NTA, Inc. (the "Warrior-NTA Agreement") and Warrior and PFS (the "Warrior-PFS Agreement") are attached hereto as Exhibits 1-E and 1-F, respectively.

9. In May 2009, CMH became involved in the Fort Bliss Project by purchasing Fleetwood's Belton, Texas military modular manufacturing facility where Fleetwood manufactured the modular buildings for Task Orders 1 and 2. When CMH purchased Fleetwood's facility, under an asset purchase agreement, it also entered into a Warranty Assumption Agreement with Warrior, assuming Fleetwood's warranty obligations under the Warrior-Fleetwood Agreements. A true and correct copy of the Warranty Assumption Agreement is attached hereto as Exhibit 1-G.

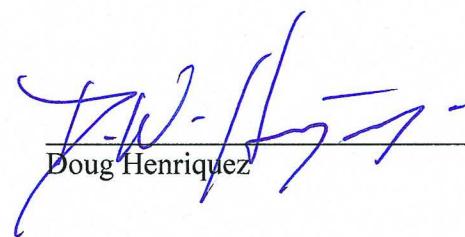
10. On January 7, 2011, the Army notified Hensel Phelps by way of letter of damage from burst fire sprinkler pipes in the modular buildings built under Task Orders 1 and 2. On the

same day Hensel Phelps forwarded the Army's notice letter to Warrior, making a formal demand on Warrior to make repairs. Warrior, in turn, demanded that CMH make the necessary repairs in a letter dated January 24, 2011. Enclosed in Warrior's January 24, 2011 letter to CMH were the letters from the Army to Hensel Phelps and from Hensel Phelps to Warrior. True and correct copies of the January 24, 2011 letter from Warrior to CMH (enclosing the letter from the Army to Hensel Phelps and the letter from Hensel Phelps to Warrior) is attached hereto as Exhibit 1-H.

11. Thereafter, Warrior notified CMH by letter that it was withholding payments on other projects, including Task Orders 3 and 4 for the Fort Bliss Project and Task Orders 2, 3 and 4 on a similar project at Fort Sam Houston. A true and correct copy of Warrior's letter is attached hereto as Exhibit 1-I.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on 13<sup>th</sup> day of September, 2013.

  
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Doug Henriquez